

CONFIDENTIAL

NPIC

25

REGISTERED

15 December 1967

Amendment No. 02

Gentlemen:

Reference is made to the subject Contract, as amended, which was dated 31 May 1967.

This Amendment is to clarify, amend and/or change certain items in Contract [redacted] Amendment No. 01, which was dated 9 October 1967, and are as follows:

Paragraph 6 of Amendment No. 01 shall include "The nonrecurring costs applicable to this program shall be prorated over not less than 10 units and not more than 10% of such costs shall be charged to the viewer to be delivered under this Contract."

In paragraph 7 of Amendment No. 01, the warranty clause is amended in the following subparagraphs:

Paragraph 7(a) is deleted in its entirety and the following substituted therefore:

(a) [redacted] warrants that at the time of delivery the items delivered hereunder will be free from defect in design, material, and workmanship and will conform to applicable specifications and drawings as set forth in the Contract.

Paragraph 7(c) is deleted in its entirety and the following substituted therefore:

(c) Unless items are previously accepted or rejected, for purposes of this warranty clause, items delivered to Buyer in all events shall be considered to have been accepted by Buyer thirty (30) days after the completion of final acceptance testing at the Sponsor's facility.

Paragraph 7(d) is deleted in its entirety and the following substituted therefore:

Declass Review by NGA.

CONFIDENTIAL

GROUP 1
Excluded from automatic
downgrading and
declassification

CONFIDENTIAL

5X1 In all cases, upon [] repair or replacement of any defective or nonconforming items or parts thereof after initial delivery to Buyer, the original warranty period of 90 days after final acceptance, shall not continue to run during any period in which the viewer can not be fully operated due to such repair or replacement action being performed by the Contractor under the warranty. The warranty period shall be extended for the entire viewer system for a period of time measured from the date [] receives Buyer's written notification of the defect or non-conformance until [] has again rendered the system completely and satisfactorily operable.

Paragraph 7(e) is amended to include the following:

"... which has been subject to misuse, neglect or accident by or caused by the Sponsor, nor does it..."

The Implied Warranty of Merchantability is deleted from mention in paragraph 7(f).

All other terms and conditions shall remain the same.

Please indicate your acceptance of the foregoing by signing this letter and enclosed two copies hereof. Retain one copy for your records and return the signed original and one copy to the undersigned at the earliest practicable date.

Very truly yours,

SIGNED

[]
Contracting Officer

SIGNED

By _____
Duly Authorized Representative

By _____

Title _____

25X

CONFIDENTIAL

019

In Reply Refer To: T3911-5291

6 December 1967

Contracts Manager

Gentlemen:

Subject: Contract

The contract changes requested by your letter of
16 November have been reviewed and are acceptable

Director of Contracts

GRD:JM:bc

RECEIVED
DEC 22 11 03 AM '67
DEVELOPMENT STAFF
SOS